

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA

ITEM NO. 11

REVISED

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Public Works Director

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Andrew Martin; Louis A. Lendman; Milo D. Nitschke; and file

SUBJECT: NEIGHBORHOOD ACCESS AND MOBILITY PROGRAM (NAMP) –
2003 SIDEWALK CONSTRUCTION CONTRACT

DATE: October 16, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low bid and awards a construction contract in the amount of \$565,958.77 and Field Alteration number 1 in the decreased amount of (\$54,300.69) payable to Valemas, Inc., an MBE firm, and authorizes \$56,595.88 for construction contingency expenses, \$750.00 for advertising expenses, \$500.00 for printing and reproduction expenses for a total amount of \$569,503.96 in connection with the 2003 Sidewalk Construction Contract – Neighborhood Access & Mobility Program (NAMP) located in various council districts.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The NAMP 2003 Sidewalk Construction Project consists of the construction of sidewalks, curbs, drive approaches, retaining walls and localized street re-grading and rehabilitation throughout the city. Attachment I identifies specific projects and the scope of work.

This ordinance will also authorize the performance of a Full-Depth Reclamation treatment as needed on the Venice (Santa Paula to Brad) Project in Council District 1 by City Forces. Full-Depth Reclamation treatment recycles all existing roadway material in-place, recycling agents are added and re-mixed to form a new base material, a Chip Seal Under-Coat is applied, and an asphaltic concrete wearing course is applied as the final layer of roadway.

Overall, the bids for the NAMP 2003 Sidewalk Construction Project came in under the amount originally budgeted. As a result, it is anticipated that more funds could be available for additional project capacity. However, this is dependent on current market fluctuations in unit costs for materials.

This project was advertised for construction in the Commercial Recorder, the San Antonio Informer, and La Prensa in June-July 2003. In addition, the bid announcement was made on TVSA-21, through the SBEDA office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for this project were opened on July 16, 2003 with three (3) bidders responding. The bids are as follows:

CONTRACTOR	BID
Valemas, Inc.	\$565,958.77
Aaron Concrete	\$676,459.60
Pronto Sandblasting	\$957,342.00

The Economic Development Department has reviewed the list of subcontractors and approved the Good Faith Effort Plan submitted by Valemas, Inc. The contractor has committed to contract approximately \$413,658.08 (73.09%) to MBE firms. The contract provides for seventy-five calendar days or approximately two and one-half months to complete the project. Valemas, Inc. does not have any active contracts with the City of San Antonio at this time.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved NAMP funded Capital Improvement Projects.

FISCAL IMPACT

Funds in the amount of \$341,738.49 are available from Certificates of Obligation. Funds in the amount of \$227,765.47 are available from the Street Maintenance Operating Fund. Funds are to be authorized payable as follows:

\$511,658.08	Payable to Valemas, Inc. for Construction expenses.
\$56,595.88	Payable for miscellaneous construction contingency expenses
\$750.00	Payable for advertising expenses
\$500.00	Payable for printing and reproduction expenses
\$569,503.96	Total

COORDINATION

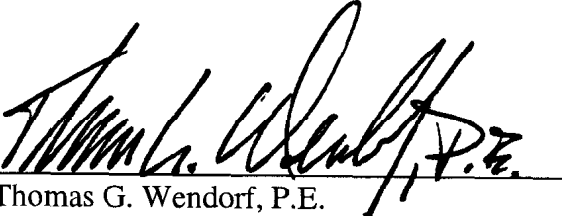
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.

SUPPLEMENTARY COMMENTS

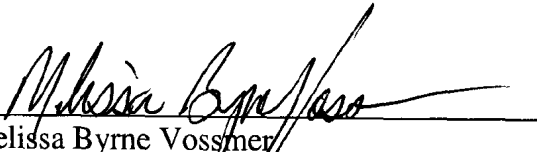
This contract was developed utilizing the formal competitive bid process, therefore, an Ethics Disclosure Form is not required.

ATTACHMENTS


1. 2003 NAMP Sidewalk Construction Contract Project List
2. Proposal of Valemas, Inc.
3. Construction Contract


Thomas G. Wendorf, P.E.
Public Works Director

10/3/03


Melissa Byrne Vossmer
Assistant City Manager

Approved:


Terry M. Brechtel
City Manager

2003 NAMP SIDEWALK CONSTRUCTION CONTRACT

Council District	Street (From / To)	Scope of Work
1	McCullough from Mulberry to Agarita	Construct sidewalk, curb, driveways, retaining wall and wheelchair ramps. Mill and overlay street to allow for proper height of curb.
1	Venice from Santa Paula to Brad	Reconstruct base with Full-Depth Reclamation as needed; Apply Asphalt Overlay riding surface. Construct curb and wheelchair ramps
2	Martin Luther King from 3200 Blk. To 3500 Blk.	Reconstruct sidewalk, wheelchair ramps south side only.
4	Crenshaw from Gaddis to Vestal	Construct sidewalk, wheelchair ramps and driveways.
4	Charing Cross at 410 Access Rd.	Reconstruct intersection of Charing Cross at Loop 410 Access Rd.
6	Meadow Way from Timber Creek to Marbach	Construct Sidewalks, Drive Approaches, and Wheel Chair Ramps on west side of street only.
8	De Zavala Medians at East and West sides of IH 10	Construct medians east and west of IH 10.
8	Floyd Curl from L.E. Fife to Medical	Construct sidewalk and retaining wall to fill in gap on northside of street.
8	Huebner from NW Military Hwy. To Hunter Rock	Construct sidewalk and wheelchair ramps on both sides of street. Construct retaining wall on north side of street.
9	Stone Oak Parkway at The Intersection of Stone Oak Parkway and Huebner	Remove Median and Construct Turning Lane
9	Stone Oak Parkway at The Intersection of Stone Oak Parkway and Sonterra	Remove Median and Construct Turning Lane

ADDENDUM 3

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
**NEIGHBORHOOD ACCESS AND
MOBILITY PROGRAM (NAMP) – 2003
SIDEWALK CONSTRUCTION**
IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in 75 (Seventy Five) calendar days.

Accompanying this Proposal is a Bid Guaranty in the amount of 5% Greatest Amount Bid Dollars (\$ 5% G.B.A.) said amount being

Five per cent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) calendar days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City construction Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to

ADDENDUM 3

guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Bidder is:

[] An individual proprietorship:

[] A partnership composed of _____ and _____

[x] A corporation chartered under the laws of the State of TEXAS, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Acknowledge Addendum's
1-3

ATTEST:



Valemas, Inc.

(Name of Bidder)

By: 

(Signature)

7-16-03

Date

President

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): Five Hundred Sixty Five Thousand Nine Hundred Fifty Eight Dollars & Seventy Seven cents 565,958.77

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

Valemas, Inc.

Company's Name

(210) 599-1876

Telephone No.

3435 Salado Creek Drive

Address

(210) 599-7209

Fax No.

San Antonio, TX

City & State

78217

Zip Code

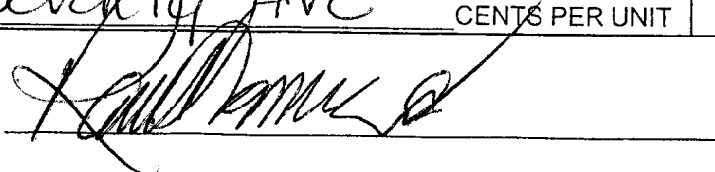
**PROPOSAL SHEET
FOR
NEIGHBORHOOD ACCESS AND
MOBILITY PROGRAM (NAMP) 2003
SIDEWALK CONSTRUCTION**

ADDENDUM 3

PAGE 1 OF 3

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
103.1	LF 2,710	REMOVE CONCRETE CURB FOR <u>One</u> DOLLARS AND <u>Forty Seven</u> CENTS PER UNIT	3,983.70
103.2	SF 10,800	REMOVE CONCRETE SIDEWALKS & DRIVEWAYS FOR <u>One</u> DOLLARS AND <u>Forty Seven</u> CENTS PER UNIT	15,876.00
104	CY 1,438	STREET EXCAVATION FOR <u>Ten</u> DOLLARS AND <u>0</u> CENTS PER UNIT	14,380.00
204.1	SY 1,417	ONE COURSE SURFACE TREATMENT FOR <u>Two</u> DOLLARS AND <u>Sixty Five</u> CENTS PER UNIT	3,755.05
205.3	SY 2,509	HOT MIX ASPHALTIC PAVEMENT TYPE D (1.5" COMPACTED DEPTH) FOR <u>Five</u> DOLLARS AND <u>Eighty Eight</u> CENTS PER UNIT	14,752.92
206	SY 1,134	ASPHALT TREATED BASE (8" THICK) FOR <u>Forty One</u> DOLLARS AND <u>Eighteen</u> CENTS PER UNIT	46,698.12
208.1	CY 45	MILLING OF ASPHALTIC PAVEMENT (1.5" DEPTH TO WEDGE MILL) FOR <u>Nine</u> DOLLARS AND <u>Thirty Eight</u> CENTS PER UNIT	422.10
300.1	CY 12	CLASS "A" ELEVATED SIDEWALK FOR <u>Seven Hundred Sixty Four</u> DOLLARS AND <u>Seventy Five</u> CENTS PER UNIT	9,177.00

BIDDER'S SIGNATURE



**PROPOSAL SHEET
FOR
NEIGHBORHOOD ACCESS AND
MOBILITY PROGRAM (NAMP) 2003
SIDEWALK CONSTRUCTION**

ADDENDUM 3

PAGE 2 OF 3

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
301	LB 88,029	REINFORCING STEEL FOR <u>Ø</u> DOLLARS AND <u>Twenty Four</u> CENTS PER UNIT	21,126.94
501	LF 6,099	MACHINE LAID CURB FOR <u>Five</u> DOLLARS AND <u>Ø</u> CENTS PER UNIT	30,495.00
502.1	SY 8,771	CONCRETE SIDEWALKS FOR <u>Thirty One</u> DOLLARS AND <u>Eighteen</u> CENTS PER UNIT	273,479.78
502.2	SY 427	CONCRETE DRIVEWAY FOR <u>Thirty One</u> DOLLARS AND <u>Seventy Seven</u> CENTS PER UNIT	13,525.79
504	SY 191	CONCRETE MEDIANS AND ISLANDS FOR <u>Thirty Three</u> DOLLARS AND <u>Fifty Three</u> CENTS PER UNIT	6,404.23
506.1	CY 60	CONCRETE RETAINING WALL FOR <u>Six Hundred Forty Seven</u> DOLLARS AND <u>Ten</u> CENTS PER UNIT	38,826.00
515	CY 1,217	TOPSOIL FOR <u>Twelve</u> DOLLARS AND <u>Ninety Four</u> CENTS PER UNIT	14,855.12
516.1	SY 9,130	BERMUDA SODDING FOR <u>Three</u> DOLLARS AND <u>Eighty Two</u> CENTS PER UNIT	34,876.60

BIDDER'S SIGNATURE



**PROPOSAL SHEET
FOR
NEIGHBORHOOD ACCESS AND
MOBILITY PROGRAM (NAMP) 2003
SIDEWALK CONSTRUCTION**

ADDENDUM 3

PAGE 3 OF 3

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (WRITTEN IN WORDS)	EXTENSION UNIT PRICE X QUANTITY (IN FIGURES)
522	LF 370	SIDEWALK PIPE RAILING FOR <u>Thirty Three</u> DOLLARS AND <u>Fifty Three</u> CENTS PER UNIT	12,406.10
531.19	EA 7	R6-1 ONE WAY SIGN FOR <u>One Hundred Seventy Six</u> DOLLARS AND <u>Forty Eight</u> CENTS PER UNIT	1,235.36
536.B	LF 1,449	4 INCH WIDE WHITE LINE FOR <u>One</u> DOLLARS AND <u>Eighty Two</u> CENTS PER UNIT	2,637.18
536.E	LF 150	12 INCH WIDE WHITE LINE FOR <u>Five</u> DOLLARS AND <u>Forty Seven</u> CENTS PER UNIT	820.50
536.G	LF 223	24 INCH WIDE WHITE LINE FOR <u>Ten</u> DOLLARS AND <u>Fifty Nine</u> CENTS PER UNIT	2,361.57
536.I	EA 13	LEFT WHITE ARROW FOR <u>One Hundred Eleven</u> DOLLARS AND <u>Seventy Seven</u> CENTS PER UNIT	1,453.01
536.L	EA 13	WORD "ONLY" FOR <u>One Hundred Eighty Two</u> DOLLARS AND <u>Thirty Six</u> CENTS PER UNIT	2,370.68
GRAND TOTAL		(WRITTEN IN WORDS) <u>Five Hundred Sixty Five</u> <u>thousand Nine Hundred</u> FOR <u>Fifty Eight</u> DOLLARS AND <u>Seventy Seven</u> CENTS PER UNIT	<u>\$565,958.77</u>

BIDDER'S SIGNATURE

[Handwritten Signature]

THE CITY OF SAN ANTONIO

CALENDAR DAY
CONTRACT
(CDC)
(Standard Form)

THIS AGREEMENT made the _____ day of _____ in the year 2003 by and between
VALEMAS, INC., hereinafter called
the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

NEIGHBORHOOD ACCESS AND MOBILITY PROGRAM (NAMP) - 2003 SIDEWALK CONSTRUCTION

Prepared by CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS,
acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in SEVENTY-FIVE (75) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: _____
_____ Dollars, (\$ _____)

Services: _____
_____ Dollars, (\$ _____)

Total: FIVE HUNDRED SIXTY FIVE THOUSAND, NINE HUNDRED FIFTY EIGHT AND
79/100 Dollars, (\$565,958.79)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

VALEMAS, INC.

Contractor

ATTEST:

BY:

RAUL H. RAMIREZ

PRESIDENT

Title

Secretary

STATE OF TEXAS)

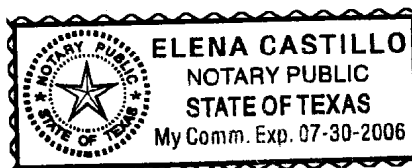
COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 28th day of August, 2003
by Paul H. Ramirez, President of Valemas, Inc. a
Subs Corporation on behalf of said Company.

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:



CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT
Interdepartmental Correspondence Sheet

TO: Sherri L. Rice, Contract Services Manager, Public Works Department

FROM: Anita Uribe Martin, Economic Development Manager, Econ. Dev. Dept.

COPIES TO: File

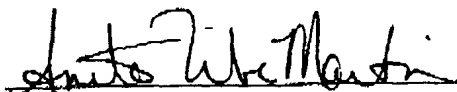
SUBJECT: Neighborhood Access and Mobility Program (NAMP) - 2003 Sidewalk Construction (REVISED)

DATE: October 10, 2003

We have reviewed the Good Faith Effort Plan and List of Subcontractors submitted for the Neighborhood Access and Mobility Program (NAMP) project. The apparent low bidder has identified the following goals.

<u>WBE</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFE?</u>
Valenas, Inc.	Yes	73.0897% or \$413,658.08	0%	0%	Approved

The Good Faith Effort has been approved based on the information submitted. Please encourage Valenas to utilize small, African American, and women-owned businesses throughout the project.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

10/10/03

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
FIELD ALTERATION REQUEST

Date October 7, 2003

Field Alteration No. PW-1

Project Name (as shown on the Work Project Authorization):

Neighborhood Access and Mobility Program (NAMP) - 2003 Sidewalk Construction Contract

The revision or amendment described below to the work originally or previously specified is hereby requested, including all changes in costs. (Describe work to be added or deleted. Attach revised plan sheet affected or drawings as required):

1. Deletion of an originally planned sidewalk job on North Hollow from Eckert to North Knoll (Extended)

Justification for proposed alteration (description in detail as to why this work is to be added or deleted - use attachments if necessary):

1. The deletion was at the request of Councilman Art Hall of District 8

Resulting change in contract cost by this Field Alteration:

\$54,300.69

☐ Increase

☒ Decrease (attach summary)

Resulting in an: ☐ Increase ☐ Working Day
☐ Decrease 0 ☐ Calendar Day

(To be negotiated by the Contractor and the City.)

Requested by:

City of San Antonio - Public Works
City, Consulting Engineer/Architect, Other
(Please Specify)

By: Raul Darnell

10/8/03
Date:

Title: President

Firm: Valemas, Inc.

Contractor (type in full name)

Recommended

Others: (If required; i.e., City Dept., S.A.W.S., etc.) Date:

Consultant (Project Engr/Arch Only) Date:
Firm: COSA - Capital Programs Division

David E. Matney 10-7-03
David E. Matney, P.E. Date:
Project Manager

Walter E. Childs Date:
Construction Inspections Manager

Razi S. Hosseini 10/07/03
Razi S. Hosseini, P.E. Date:
Assistant City Engineer

W. E. Krause 10/7/03
for William E. Krause Date:
Capital Programs Manager

Douglas W. Yerkes, Ph.D., P.E. Date:
City Engineer

APPROVED:

Terry M. Brechtel Date:
City Manager

Thomas G. Wendorf, P.E. Date:
Director of Public Works

FOR CITY USE ONLY:

Professional Services Fees for this Field Alterations are ☐ eligible ☐ ineligible

Original Contract Amt. \$
Previous Approved FAs \$
This Field Alteration \$
Total \$

Const. Contg. Fund \$
Previous Approved FA \$
This Field Alteration \$
Total Field Alterations \$
Balance \$